## UNITED STATES BANKRUPTCY COURT ALL DISTRICT OF RHODE ISLAND FOR THE PROVIDENCE DIVISION

Debtor (s):Lora,Julio C. Lora, Mayra

Property: Union Avenue 404 Cranston

RI 2909

Chapter: 13

Case No: 10-12722

Amount Claimed: 243025.35

Arrearage: 26.76

Trustee: John Boyajian

Claim No: 7

### NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001 (e) (2), WAIVER OF OPPORTUNITY TO OBJECT, AND REQUEST FOR NOTICE PURSUANT TO FRBP 2002

OCWEN LOAN SERVICING, LLC (hereafter Assignee") hereby provides notice of the unconditional sale and transfer of all right, title, and interest in and to the Claims (as such defined in the attached Assignment or Power of Attorney by and between the Seller /Transferor (hereafter Assignor) including the Claim referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001 (e) (2) and the foregoing assignment, the Assignee hereby requests that it be substituted for the Assignor as the record holder of the Bankruptcy Claim for all purposes in these proceedings. As is set forth in the attached assignment, the Assignor concurs with the request, and is aware of the transfer, and declines its opportunity to object under FRBP 3001 (e) (2). Accordingly, the Assignee requests that the transfer of the Bankruptcy Claim be made immediately upon the docketing of the Joint Notice of Transfer of Claim.

Assignee further requests that it be added to the mailing matrix in the above case pursuant to Bankruptcy Rule 2002, so as to receive copies of all notices and pleadings sent to creditors or other parties in interest.

The original Proof of Claim may have been filed by the Assignor under its name or the name of any of the following acquired institution(s): HOMEQ SERVICING CORP.

Prior Account number: \*\*\*\*\*6082 Ocwen Account # \*\*\*\*\*\*4574

Dated: 6/28/2010 Dated: 6/28/2010

PURCHASER/ASSIGNEE/TRANSFEREE: **SELLER/TRANSFEROR/ASSIGNOR:** 

**Deutsche Bank National Trust** CompanyBarclays Capital Real Estate Inc.P.O. Box 160101Sacramento, CA 95816 **Deutsche Bank National Trust** c/o Ocwen Loan Servicing, LLC **Attn: Cashiering Department** P.O. Box 24781

West Palm Beach, FL 33416-4781

BK Fax# 407-737-5634

By: See attached assignment

By:/s/ Roshan Sethi, Senior Manager POA#: 1806

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, formerly known as Bankers Trust Company of California, N.A. and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") for many securitizations (the "Agreements" see Exhibit A attached for a listing), hereby constitutes and appoints the Servicer, Ocwen Loan Servicing LLC by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Ocwen Loan Servicing LLC is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; <u>provided</u> that (I) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.

- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- The completion of loan assumption agreements.
- The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the Closing Date for each respective deal listed in Exhibit A.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company or Bankers Trust Company of California, N.A., then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 29<sup>th</sup> day of January 2007.

Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee

Name: Melissa Wilman Title: Vice President

Acknowledged and Agreed Ocwen Loan Servicing LLO

Ву:\_\_\_\_

Name: Soot Anderson Title: Sen; or Vice President

02867.001 #92035

STATE OF CALIFORNIA COUNTY OF ORANGE

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On January 26, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Melissa Wilman, Vice President of Deutsche Bank National Trust Company, as Trustee for all securitizations listed on attached Exhibit A, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)

TIFFANY YUAN
Commission # 1693742
Notary Public - California

Orange County My Comm. Expires Sep 15, 2010

02867.001 #92035

# Exhibit "A" Updated as of April 18, 2007

Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC1 Closed on May 1, 2001

Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC2 Closed on August 1, 2001

CDC Mortgage Capital Trust 2001-HE1, Mortgage Pass-Through Certificates, Series 2001-HE1 Closed on November 1, 2001

Aames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1 Closed on March 1, 2002

CDC Mortgage Capital Trust 2002-HE1, Mortgage Pass-Through Certificates, Series 2002-HE1 Closed April 1, 2002

GSAMP Trust 2002-NC1 Mortgage Pass-Through Certificates, Series 2002-NC1 Closed on July 1, 2002

CDC Mortgage Capital Trust 2002-HE2 Mortgage Pass-Through Certificates, Series 2002-HE2 Closed on July 1, 2002

Morgan Stanley ABS Capital I Inc. Trust 2002-NC6, Mortgage Pass-Through Certificates, Series 2002-NC6 Closed on November 1, 2002

GSAMP Trust 2002-HE, Mortgage Pass-Through Certificates, Series 2002-HE Closed on November 1, 2002

Morgan Stanley Dean Witter Capital I Inc. Trust 2003-NC1, Mortgage Pass-Through Certificates, Series 2003-NC1 Closed on January 1, 2003

New Century Home Equity Loan Trust, Series 2003-2, Asset Backed Pass-Through Certificates, Series 2003-2 Closed on March 1, 2003

GSAMP Trust 2003-FM1, Mortgage Pass-Through Certificates, Series 2003-FM1 Closed on March 1, 2003

CDC Mortgage Capital Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2 Closed on May 1, 20003

GSAMP Trust 2003-HE1, Mortgage Pass-Through Certificates, Series 2003-HE1 Closed on May 1, 2003

CDC Mortgage Capital Trust 2003-HE3, Mortgage Pass-Through Certificates, Series 2003-HE3 Closed on August 1, 2003

Equifirst Mortgage Loan Trust 2003-2, Asset-Backed Certificates, Series 2003-2 Closed on September 15, 2003

CDC Mortgage Capital Trust 2003-HE4, Mortgage Pass-Through Certificates, Series 2003-HE4 Closed on November 1, 2003

Structured Asset Securities Corporation, Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2004-1 Closed on January 1, 2004

GSAMP Trust 2004-HE1, Mortgage Pass-Through Certificates, Series 2004-HE1 Closed on April 1, 2004

GSAMP Trust 2004-HE2, Mortgage Pass-Through Certificates, Series 2004-HE2 Closed on July 1, 2004

EquiFirst Mortgage Loan Trust 2004-3, Asset-Backed Certificates, Series 2004-3 Closed on November 15, 2004

GSAMP Trust 2005-HE1, Mortgage Pass-Through Certificates, Series 2005-HE1 Closed on January 1, 2005

GSAMP Trust 2005-SD1, Mortgage Pass-Through Certificates, Series 2005-SD1 Closed on January 1, 2005

GSAMP Trust 2005-SEA1, Mortgage Pass-Through Certificates, Series 2005-SEA1 Closed on March 1, 2005

GSAMP Trust 2005-SD2, Mortgage Pass-Through Certificates, Series 2005-SD2 Closed on May 1, 2005

GSAMP Trust 2005-SEA2, Mortgage Pass-Through Certificates, Series 2005-SEA2 Closed on September 1, 2005

New Century Home Equity Loan Trust, Series 2005-B, Asset Backed Pass-Through Certificates Closed on September 1, 2005

Meritage Mortgage Loan Trust 2005-3, Asset-Backed Certificates, Series 2005-3 Closed on November 1, 2005

GSAMP Trust 2006-SD1, Mortgage Pass-Through Certificates, Series 2006-SD1 Closed on December 1, 2005

## Exhibit "A" (Continued)

Updated as of April 18, 2007

IXIS Real Estate Capital Trust 2006-HE1, Mortgage Pass-Through Certificates, Series 2006-HE1 Closed on February 1, 2006

GSAMP Trust 2006-S4, Mortgage Pass-Through Certificates, Series 2006-S4 Closed on June 1, 2006

GSAMP Trust 2006-S2, Mortgage Pass-Through Certificates, Series 2006-S2 Closed on March 1, 2006

ResMAE Asset-Backed Pass-Through Certificates, Series 2006-1 Closed on March 1, 2006

Bravo Mortgage Asset Trust 2006-1, Bravo Mortgage Asset Backed Pass-Through Certificates, Series 2006-1 Closed on April 1, 2006

GSAMP Trust 2006-S3, Mortgage Pass-Through Certificates, Series 2006-S3 Closed on April 1, 2006

GSAMP Trust 2006-SEA1, Mortgage Pass-Through Certificates, Series 2006-SEA1 Closed on May 1, 2006

Mortgage Pass-Through Certificates, Series 2006-SD2 Closed on May 1, 2006

Mortgage Pass-Through Certificates, Series 2006-SD3 Closed on June 1, 2006

IXIS Real Estate Capital Trust 2006-HE2, Mortgage Pass-Through Certificates, Series 2006-HE2 Closed on May 1, 2006

GSAMP Trust 2006-NC2, Mortgage Pass-Through Certificates, Series 2006-NC2 Closed on June 1, 2006

GSAMP Trust 2006-S5, Mortgage Pass-Through Certificates, Series 2006-S5 Closed on August 1, 2006

GSRPM Trust 2006-2, Mortgage Pass-Through Certificates, Series 2006-2 Closed on September 1, 2006

Aegis Asset Backed Securities Trust 2006-1, Mortgage Backed Notes Closed on October 1, 2006

GSAMP Trust 2006-S6, Mortgage Pass-Through Certificates, Series 2006-S6 Closed on October 1, 2006

Soundview Home Loan Trust 2006-NLC1, Asset-Backed Certificates, Series 2006-NLC1 Closed on November 1, 2006

Soundview Home Loan Trust 2006 EQ2 Asset-Backed Certificates, Series 2006-EQ2 Closed on December 1, 2006 GSAA Home Equity Trust 2006-S1, Mortgage Pass-Through Certificates, Series 2006-S1 Closed on December 1,

Soundview Home Loan Trust 2007-1 Asset-Backed Certificates, Series 2007-1 Closed on February 1, 2007
GSAA Home Equity Trust 2007-S1Mortgage Pass-Through Certificates, Series 2007-S1 Closed on February 1,

GSRPM Mortgage Loan Trust 2007-1 Mortgage Pass-Through Certificates, Series 2007-1



2007

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this O512 day of September 1, 2001. Pameia D.

Brangaccio, County Administrator.
By

Deputy Clerk